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Union: **Granville Police Benevolent Association (PBA)**

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Granville, Village Of And Granville
Police Benevolent Assn

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EXECUTIVE DIRECTOR

AGREEMENT

BETWEEN

GRANVILLE POLICE BENEVOLENT ASSOCIATION

AND

VILLAGE OF GRANVILLE

"ALL" P.10

June 1, 1995 - May 31, 1998

This Agreement, made this 1st day of June, 1995, by and between the VILLAGE OF GRANVILLE, New York, hereinafter referred to as the VILLAGE, and the GRANVILLE POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the ASSOCIATION, WITNESSETH:

WHEREAS, the parties hereto desire to promote a harmonious and cooperative relationship, in accordance with the policy expressed in Section 200 of the CIVIL SERVICE LAW.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by and between the parties hereto as follows:

1. ASSOCIATION RECOGNITION

The Village recognizes the Association as the sole and exclusive representative for all Police Officers of said Village, below the rank of chief, for the purpose of collective negotiations to determine compensation, benefits, and other terms and conditions of employment.

2. STRIKE AFFIRMATION

The Association hereby affirms the provisions of the Public Employees Fair Employment Act in that it shall not engage in a strike nor cause, instigate, encourage or condone a strike and agrees that anyone who aids, encourages or otherwise assists in a strike is in violation of this agreement. The Association agrees to exert its best efforts to prevent and terminate any strike.

3. RIGHTS OF EMPLOYERS

The Village, by its Board of Trustees, reaffirms its inherent right to

direct the organization of the Police Department, through the regular chain of departmental command. Such right (1) shall be subject to grievance procedures, as herein defined; (2) shall include the right to make reasonable rules and regulations not inconsistent with the provisions of this agreement; and (3) shall be superseded by any contrary provisions of this agreement, but this agreement shall not supersede any provisions of law.

4. ASSOCIATION BUSINESS

The Village agrees that a member or members, if scheduling permits, of the Association shall be entitled to attend, without loss of pay, eight days (cumulative total) per year, a meeting of the Police Conference of New York (PCNY) or the Adirondack Regional Police Conference or the Annual Convention of the PCNY. The Association will provide the Mayor with the name or the names of the members who shall attend such conference or meeting at least five days in advance thereof.

5. SALARIES

Salaries and wages will be set forth in Schedule A, annexed heretofore and made a part hereof. *p. 10*

6. OVERTIME

Overtime will be set forth in Schedule B, annexed heretofore and made a part hereof. Overtime will be paid to Full-Time members only.

7. RETIREMENT

Retirement will be set forth in Schedule C, annexed heretofore and made a part hereof.

8. HOLIDAYS

Each full-time Association member shall be granted Eleven (11) paid holidays, as set forth in Schedule D, annexed hereto and made a part hereof.

9. HEALTH INSURANCE

The Village will continue to pay 100% individual and dependent coverage for the EMPIRE STATE PLAN, and the EMPIRE STATE PRESCRIPTION PLAN.

10. SICK LEAVE

The provision governing sick leave for members of the Association are set forth in Schedule E, annexed hereto and made a part hereof.

11. VACATION

The provisions governing vacations for members of the Association are set in Schedule F, annexed hereto and made a part hereof.

12. TEMPORARY LEAVES OF ABSENCE

(a) Each Full-time Officer shall be granted four (4) non-accumulative personal days per fiscal year with pay for the purpose of conducting personal business. The Village shall not require the Officer to give a reason as a condition for approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained from the Chief of Police so that the resulting absence will not interfere with the proper conduct of Police Department functions.

(b) Bereavement Leave - Full-time Officers in the bargaining unit shall be granted four (4) days absence with pay, due to death in the Officer's

immediate family or household. Immediate family means, spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law. Members of household means individuals who normally reside with the Officer. One (1) day of absence shall be granted for the death of a grandparent or spouse's grandparent.

13. CLOTHING

(1) The Village will provide for members of the Association all uniform clothing that was being provided for prior to this agreement, and such additional uniform clothing as may from time to time be agreed upon by the Village and the Association.

(2) The Village will provide to the Police Department the sum of \$250.00 to be distributed by the Chief of Police in his sole discretion, for proper winter footwear designed to protect the wearer in minus 20 to minus 40 degree weather.

(3) The Village shall compensate each full-time Officer a cash allowance in the amount of \$400.00 on December 1st of each year to cover uniform maintenance.

14. USE OF ASSOCIATION MEMBERS PERSONAL VEHICLES

A member may not be required to use his own personal vehicle for Police services. However, in agreement with the Chief of Police, a member may consent to use his own personal vehicle for the purpose of police services involving court appearances, transportation of police evidence and criminal

warrants. A record of actual hours and mileage will be maintained by the Chief of Police. Each member will be reimbursed by the voucher system at a rate of twenty-five cents (.25) per mile.

15. CALL TO DUTY IN AN EMERGENCY

Whenever a member of the Association is called to duty in an emergency situation, he shall be covered by all benefits and given full consideration in wages for any accident or injury incurred from the time of OFFICIAL notification to report to duty, to actually arriving on duty.

16. GRIEVANCE AND ARBITRATION PROCEDURE

In the event of a dispute between the parties to this agreement, either party shall have the right to resolve the dispute according to the provisions of the Grievance Procedure, a copy of which is annexed hereto and made a part hereof, and designated as Schedule G.

17. MINIMUM CALL IN

Full-time Members called to duty on off-duty time, other than scheduling, shall be entitled to a minimum of four hours compensation at the rate of time and one-half. Part-time Members called to duty on off-duty time, other than scheduling shall be entitled to a minimum of two hours compensation at the regularly hourly rate. Scheduling is notification two (2) days in advance, both by a schedule change and notification of the Officer.

18. DUES DEDUCTIONS

The Village agrees to deduct dues from members of the Association upon

authorization by the PBA, with payments made to the PBA by the Village on a weekly basis.

19. TRAINING SCHOOLS

The Village agrees to provide transportation to members of the Association required to attend training schools. The Village also agrees to provide a luncheon payment in the amount of \$6.00 to members of the Association required to attend training schools. The Association agrees whenever possible to double up with a member of other adjacent Police Departments in traveling to and from school.

20. DURATION OF AGREEMENT

This agreement is effective June 1, 1995 to May 31, 1998. In the event that agreement on a new contract is not reached prior to the expiration of this agreement, this agreement shall continue in full force and effect until a new contract or agreement has been negotiated and executed. In the event of impasse with no successful agreement reached on or before June 1, 1998, all salary increases and fringe benefit changes shall be retroactive to June 1, 1998, and the present contract shall be considered in effect until such time as a successor agreement is signed.

21. SAVINGS CLAUSE

If any article or section of this agreement shall be held invalid by operation of law or by any authority having jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such authority,

the remaining provisions of this agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

22. AGENCY SHOP

(a) Any present or future employee represented by the Granville Police Benevolent Association, Inc., who is not a union member and who does not make application for membership, shall have deducted from their wage or salary, the amount equivalent to the dues levied by such employee organization. The Village Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop dues deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

(b) For the purpose of this agreement, the term "Employee" shall mean, unless otherwise specified, full-time and part-time personnel, or those who have in Village Service for six (6) consecutive months or more.

(c) The Employee organization shall indemnify and hold harmless the Village of Granville and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the Employer's deduction of an agency fee from any employee. The employee organization shall have no right or

interest in any agency fee deduction until such collected moneys are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency shop fee deduction to the last known address of the employee organization, the Village of Granville and its officers and employees shall be relieved from all liabilities from all liabilities to deduct such fees and deliver such deductions to the employee organization.

23. RECOVERY OF TRAINING COSTS

In the event the Village is required to provide the basic police officer training course for police officers, the cost thereof shall be reimbursed to the Village in the manner set forth in Schedule H.

G-ville

SCHEDULE A

1.	WAGES	1995-96	1996-97	1997-98
A.	Patrolman starting	20,341.00	20,952.00	21,580.00
	After Certification	22,615.00	23,293.00	23,992.00
	With 2 Years Service	23,827.00	24,542.00	25,279.00
	With 3 Years Service	25,063.00	25,815.00	26,589.00
	With 4 Years Service	26,275.00	27,063.00	27,875.00
B.	Detective	26,786.00	27,840.00	28,925.00
C.	Sergeant	27,520.00	28,595.00	29,702.00

PART TIME OFFICERS AND MATRONS

Starting	6.98/hr.	7.19/hr.	7.40/hr.
With 800 Hours of Service	7.54/hr.	7.77/hr.	8.00/hr.
With Additional 800 Hours Of Service	8.14/hr.	8.38/hr.	8.63/yr.

Years of Service shall be determined as of May 31st immediately preceding the fiscal year for which wages are to be determined. Except for certification, wages will not be increased during the fiscal year due to changes in longevity.

Certification shall mean: Successful completion of basic police training.

NOTE: The above salary schedule represents a 4% increase over 1994-95 in 1995-96, and then a 3% increase in 1996-97, and then an additional 3% increase in 1997-98. For the detective and sergeant's salaries an additional \$250.00 differential has been added for each year of the contract.

SCHEDULE B

OVERTIME (FULL-TIME MEMBERS ONLY)

(1) Each Association Member who is required to work the eve of Christmas and New Year, shall be entitled to the regular hourly rate of pay plus one-half (1/2) the hourly rate of pay for each working hour on those days. The "EVE" commencing a period of 0600 hours prior to the holiday and extending to the 0600 hours of said holiday.

(2) Each Association Member who works in excess of forty (40) hours in one work week, shall be entitled to compensation at the rate of time and one-half his hourly rate of pay for the excess hours worked. All approved paid leave will be considered time worked in computing overtime compensation.

(3) In the event shifts become vacant or additional working hours are required, those hours will be filled by rotating the full-time Officers on a seniority basis until such list is exhausted, at which time the part-time Officers shall be called.

(4) The Chief or Sergeant must approve the overtime and in their absence, overtime will be determined by the Officer in charge.

(5) Scheduling is notification two (2) days in advance, both by a schedule change and notification of the Officer. Any shorter notice will be considered a minimum call-in.

(6) Parades will be considered a minimum call-in.

SCHEDULE C

RETIREMENT

(1) The Village shall provide all benefits now afforded under the Retirement and Social Security Law of the State of New York, as provided in Section 375i of the said law.

(2) Upon retirement, a full-time Officer's unused sick days in excess of 130, with a maximum of 160, can be either used for early retirement or the Officer will be paid for a maximum of 30 days at the hourly rate of pay in effect at the time of retirement.

(3) The Village shall provide, for each employee who so elects, all benefits now afforded under Retirement and Social Security Law of the State of New York as provided in §384 of the said law; provided, however, that any employee who so elects shall reimburse the Village for any costs imposed as a result of said employee's future election to terminate coverage under §384 and return to coverage under §375i.

SCHEDULE D

HOLIDAYS

(1) Each full-time Officer shall be entitled to eleven (11) paid holidays each Village year (June 1 - May 31).

(2) The rate of pay for the purpose of this Schedule shall be calculated at the rate of eight hours per holiday shift. The hourly rate shall be determined by dividing the Officer's salary per week by the number of hours in

the work week. This formula shall apply to all personnel of the Association.

(3) Each full-time Officer who is required to work on a holiday will be compensated at the rate of pay of time and one half, for each hour worked, except for the holidays of Thanksgiving, Christmas Day and New Year's Day for which each full-time officer shall be compensated at twice the regular rate of pay for each hour worked.

(4) Each full-time Officer shall be granted compensatory time off for holidays worked, at a later date, of the Officer's choosing, as scheduling permits, and shall not be reasonably denied (postponed) by the Chief of Police.

(5) Full-time Officers shall be compensated for all holidays not taken during the fiscal year, either in time or money, on the last day of the fiscal year 1995-96 (May 31, 1996); fiscal year 1996-97 (May 31, 1997); and fiscal year 1997-98 (May 31, 1998), for time earned in each respective year when denied by the Chief of Police only due to scheduling.

(6) The following days are designated as holidays:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Election Day
Thanksgiving Day
Christmas Day
Martin Luther King's Birthday
Employee's Birthday

(7) All prior rules, regulations and resolutions which cover the subject matter of this resolution be, and the same are hereby rescinded.

SCHEDULE E

SICK LEAVE

(1) Each full-time Officer of the Village is allowed eleven (11) working days of absence each Village year (June 1 - May 31), or pro-rated portion thereof, with full pay when such absence is necessary and due to the Officer's personal illness. If the absence of any Officer for the above reason does not equal eleven (11) working days in any Village Year, the remaining unused days may be used as a "sick leave reserve" for personal illnesses only and accumulated to 160 consecutive working days.

(2) (a) The Village carries Workers Compensation Insurance on all employees. Any injury received while on duty, and any sickness directly related to an Officer's employment by the Village, shall be reported immediately to the Village Clerk. Whenever an Officer is absent from his employment and unable to perform his duties as a result of personal injury related to his employment and received Workers Compensation benefits for such absence, he will be paid his full salary during such absence up to a period of one (1) year, less the amount of any Worker's Compensation benefits paid during such period of time for such injury or related sickness, and no part of such absence will be charged to his annual or accumulated sick leave.

(b) The Village shall provide off-the-job disability insurance for each full-time Officer of the Village.

(3) The Village Clerk shall notify each full-time Officer on or about May 25th of each Village Year of the number of sick days which such employee has accumulated.

(4) A male employee absent from duty for fourteen or more consecutive calendar days due to illness will be required to report to the Village Health Officer for a physical examination before reporting for duty. If such employee is being treated for a particular illness by a physician other than the Village Health Officer, a statement from such physician will be accepted in lieu of an examination by the Health Officer. Such employee will not be permitted to return to work unless the Health Officer has reported to the Board of Trustees and in his opinion the employee is physically able to discharge the duties of his employment. A female employee will be permitted to substitute her personal physician for the Health Officer. The cost of all physical examinations will be paid for by the Village.

(5) a. After 3 consecutive sick days for illness, the Chief of Police will be furnished a Doctor's certificate or supply proof of illness.

b. After use of 7 sick days, a full-time Officer will be issued a warning by the Village, notifying the Officer that any additional sick days will be closely monitored by the Village.

c. After use of 9 sick days, the Chief of Sergeant can demand a Doctor's certificate for proof of sickness for each additional day.

d. After use of 11 sick days, the Village will not pay the Officer

for the sick days used without a Doctor's certificate.

e. In computing total days in b, c and d above, any days where a Doctor's certificate is produced, will be deducted from the total.

(6) Upon retirement, a full-time Officer's unused sick days up to 130 will be applied by the Village towards the Officer's health insurance, until such times as all accumulated days are used up.

(7) Upon retirement, a full-time Officer's unused sick days in excess of 130, with a maximum of 160, can either be used for early retirement or the Officer will be paid for a maximum of 30 days at the hourly rate of pay in effect at the time of retirement.

(8) Each full-time Officer shall be credited with the number of days of sick leave reserve which he has accumulated pursuant to any prior rules, regulations or resolutions; limit is 160 days as provided in Item 1.

(9) The records necessary for implementing this schedule shall be kept and maintained by the Village Clerk.

(10) Except as set forth in Paragraph 8 herein, all prior rules, regulations and resolutions which cover the subject matter of this regulation be, and the same hereby are rescinded.

SCHEDULE F

VACATIONS

(1) A full-time Officer of the Village, after one (1) year of service, shall be entitled to a vacation period of ten (10) working days.

(2) A full-time Officer of the Village, after four (4) years of service shall be entitled to a vacation period of twelve (12) working days.

(3) A full-time Officer of the Village, after seven (7) years of service, shall be entitled to a vacation period of thirteen (13) working days.

(4) A full-time Officer of the Village, after nine (9) years of service, shall be entitled to a vacation period of fourteen (14) working days.

(5) A full-time Officer of the Village, after ten (10) years of service, shall be entitled to a vacation period of twenty (20) working days.

(6) For the purpose of clarification, a week shall mean five (5) working days.

(7) With the Approval of the Police Chief, vacations may be taken other than by the full week.

(8) Any member denied vacation time earned during the fiscal year 1995-96, shall be compensated May 31, 1996; fiscal year 1996-97, shall be compensated May 31, 1997; and fiscal year 1997-98, shall be compensated May 31, 1998, for all unused vacation time earned, only where a person has earned a vacation which has been denied by the Chief of Police due to scheduling. Special permission may be obtained from the Village for accumulation upon a good cause shown.

(9) Vacation dates may be requested by members of the Association in accordance with Police Department Rules and Regulations now in effect.

(10) Vacation dates requested by members of the Association will be according to seniority.

(11) All rules, regulations and resolutions prior to the subject matter of this resolution, with exception of Item 8 above, and the same hereby are rescinded.

SCHEDULE G

GRIEVANCE PROCEDURE

The following grievance procedure is hereby established for members of the Association:

1. DEFINITIONS

As used herein, the following terms shall have the following meaning:

(a) "Grievant" shall mean any employee represented by the Association and it shall also mean the Association itself.

(b) "Grievance" shall be defined as a dispute concerning the interpretation, application or claimed violation of a provision of the collective agreement or other disputes concerning terms and conditions of employment.

(c) "Department" shall mean the Police Department of the Village of Granville, New York.

(d) "Working Day" shall mean all days other than Saturday, Sunday and legal holidays. Saturday, Sunday and legal holidays shall be excluded in computing the number of days within which such action must be taken or notice given within the terms of this procedure.

2. DECLARATION OF BASIC PRINCIPLES

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

3. GRIEVANCE PROCEDURE

A. The grievance procedure shall be as follows:

(1) Step 1. An employee or the Association (hereinafter "grievant") who claims to have a grievance shall present his grievance to the Chief of Police, in writing, on forms provided for the Village, within thirty days after the grievant had notice of the act or omission giving rise to the grievance. Such grievance shall contain a short plain statement of the events leading to the grievance and specify references to the section of this agreement which the grievant claims to have been violated, if applicable.

(2) The Chief of Police shall discuss the grievance with the grievant. He shall make such investigation as he deems appropriate and shall consult with the Board of Trustees, to such extent as he deems appropriate, all on an informal basis.

(3) Within ten working days after presentation of the grievance to him, the Chief of Police shall make his decision and communicate the same to the grievant, in writing.

B. APPEALS OF STEP 1 PROCEDURE:

(1) Step 1. An appeal from an unsatisfactory decision at Step 1 shall be presented by the grievant, in writing, on forms to be provided by the Village, to the Police Commissioner, or his designee within twenty (20) working days of the receipt of the Step 1 decision.

(2) The Police Commissioner or his designee and in turn the Village shall meet with the grievant for a review of the grievance and shall issue a written decision within twenty (20) working days of the receipt of the appeal.

C. APPEAL OF STEP 2 PROCEDURE: ITEM (B)

(1) Step 3. Grievances may be appealed by arbitration to a Grievance Board by grievant by filing a demand for arbitration upon the Mayor within ten (10) working days of the receipt of the Step 2 decision.

(2) The Grievance Board shall be established within twenty (20) working days from such time of the receipt of the appeal of Step 2 decision.

(3) The demand for arbitration shall contain:

(a) The name, residence, address and department of employment of the employee presenting the grievance.

(b) The name, residence, address and department of employment of each other employee or official involved in the grievance.

(c) The name and address of the employee's representative, if any, and his department of employment if he be a fellow employee.

(d) A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.

(e) A request for a review of the decision of the Department head.

4. GRIEVANCE BOARD

(a) A Grievance Board of three members is hereby established to hear

appeals from decisions of the Mayor or the Board of Trustees.

(b) One member of the Grievance Board shall be appointed by the Village, one member of the Grievance Board shall be appointed by the Association, and the third member shall be selected by the two appointees. The third member shall be selected within twenty (20) days. If the two appointees cannot agree upon the selection of a third member, they shall request the New York State Public Employment Relations Board to appoint the third member. The Grievance Board shall confine itself to the precise issue(s).

(c) Two concurring votes shall be necessary to determine the official decision or award of the Grievance Board.

(d) Necessary funds, supplies, facilities and personnel to implement the operation of the Grievance Board, shall be provided by the Village, meaning selection of a site for the board to meet.

(e) The Village and the Association shall equally share the cost of the arbitration.

(f) The hearing of the appeal may be held in public or in private as determined by the Grievance Board.

(g) New evidence, testimony or argument, as well as any documents exhibits or other information submitted to the Department Head at the hearing held by him may be introduced at the hearing by the grievant, by the Department Head or upon the request of the Grievance Board.

(h) The hearing may be adjourned from time to time by the Grievance Board if, in its judgment, such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments, consented to by both the grievant and the Department Head shall not be counted in determining the total days of adjournment as herein limited.

(i) The Grievance Board shall not be bound by the formal rules of evidence.

(j) A written summary shall be kept of each hearing held by the Grievance Board.

(k) The Grievance Board shall make its report, in writing, within five (5) days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the Village Clerk and shall, at the same time, send a copy of its report to the employee, the employee's representative, if any, the Department Head, the Mayor and the local Civil Service Commission if appropriate.

(l) That any award by the Grievance Board may be retroactive to the date when the grievance was filed but cannot be retroactive to any period prior to that date.

(m) If the grievance is settled prior to an award by the Grievance Board, the settlement shall not constitute a precedent for future actions by the parties.

SCHEDULE H

RECOVERY OF TRAINING COSTS

(1) In the event the Village is required to provide the basic police officer training course for an employee and in the event that person separates from the police department within three years of the date of completion of training, the Village shall be reimbursed by the person trained for all wages and expenses paid by the Village during or in conjunction with his or her basic training, according to the following pro-rated schedule:

<u>Length of employment after completion of training</u>	<u>Reimbursement of wages and expenses</u>
Up to 1 year	100%
1 year up to 2 years	50%
2 years up to 3 years	25%

Expenses incurred in the cost of training include any reimbursement to an individual for the cost of travel, lodging, meals, books, and tuition, as the case may be. Upon a voluntary separation from employment within years of the date of the completion of training, an employee shall reimburse the Village for wages and expenses paid by the Village during training. Should recourse to a legal proceeding be necessary in order for the Village to secure reimbursement pursuant to this provision of the contract, the individual responsible for reimbursement shall also reimburse the Village for all legal expenses associated with the legal proceeding, should the Village prevail. A copy of this language of the contract shall be provided to all individuals seeking employment with the Village in its police department.